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10 **UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 THOMAS CLINTON, an individual,
13 Plaintiff,
14 vs.
15 ROGER GEOFENETTI,
16 Defendant,
17

Case No. 2:08-CV-04178-DOC-DFM

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28 **PROTECTIVE ORDER**
 DISCOVERY MATTER

1 WHEREAS, each of the parties to the above-captioned action, Plaintiff
2 Thomas Clinton (“Plaintiff” or “Clinton”), on the one hand, and Defendant Roger
3 Giovannetti (erroneously sued as Roger Geovenetti) (“Defendant” or “Giovannetti”),
4 on the other hand, (inclusively, the “Parties”), may produce or seek discovery of
5 documents, information, or other materials that may contain or relate to personal,
6 sensitive, and/or confidential information of another party or a third party;

7 IT IS HEREBY ORDERED that the following Protective Order be entered in
8 this Action:

9 1. PURPOSES AND LIMITATIONS

10 Disclosure and discovery activity in this action are likely to involve
11 production of confidential, sensitive, or private information for which special
12 protection from public disclosure and from use for any purpose other than
13 prosecuting this litigation may be warranted. Accordingly, the parties hereby
14 stipulate to and petition the court to enter the following Stipulated Protective Order.
15 The parties acknowledge that this Order does not confer blanket protections on all
16 disclosures or responses to discovery and that the protection it affords from public
17 disclosure and use extends only to the limited information or items that are entitled
18 to confidential treatment under the applicable legal principles. The parties further
19 acknowledge, as set forth in Section 12.3 below, that this Stipulated Protective Order
20 does not automatically entitle them to file confidential information under seal.

21 2. DEFINITIONS

22 2.1 Challenging Party: a Party or Non-Party that challenges the designation
23 of information or items under this Order.

24 2.2 “CONFIDENTIAL” Information or Items: information designated as
25 “CONFIDENTIAL” (regardless of how it is generated, stored, or maintained) shall
26 mean and include any document, thing, deposition testimony, interrogatory answers,
27 responses to requests for admissions and requests for production, disclosures
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1 pursuant to Federal Rule of Civil Procedure 26, or other information provided in
2 discovery or settlement communications and negotiations in this Action, which
3 contains information that is non-public, confidential, and/or sensitive, such as
4 employment information, confidential portions of Plaintiff's prison records, and
5 other information, the disclosure of which is likely to cause harm to the position of
6 the party making the confidential designation.

7 Confidential information also concerns or relates to the processes, operations,
8 investigations, or other information relating to the California Department of
9 Corrections and Rehabilitation, disclosure of which may have the effect of causing
10 harm to the safety and security of law enforcement officers, the public, or Defendant.
11 Confidential information is also personal information of the Defendant, including but
12 not limited to home address, social security number, telephone number, email
13 address, names or identifying information of family members, the disclosure of
14 which places the safety of Defendant, who is a former peace officer, and his family
15 members at risk. Confidential information also includes all personal identifying
16 information of any current or former California Department of Corrections
17 employee, and any third party entitled to confidential protection of personal
18 identifying information under California and/or applicable federal law. Defendant
19 reserves the right to redact such personal identifying information from any
20 document.

21 Certain limited types of "CONFIDENTIAL" information may be further
22 designated, as defined and detailed below, as "Confidential Attorneys' Eyes Only
23 Information."

24 2.3 Counsel: Outside Counsel of Record (as well as their support staff).

25 2.4 Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
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1 ONLY.”

2 2.5 Disclosure or Discovery Material: all items or information, regardless of
3 the medium or manner in which it is generated, stored, or maintained (including,
4 among other things, testimony, transcripts, and tangible things), that are produced or
5 generated in disclosures or responses to discovery in this matter.

6 2.6 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
8 as an expert witness or as a consultant in this action, (2) is not a past or current
9 employee of a Party, (3) is not a current employee of a party’s competitor, and (4) at
10 the time of retention, is not anticipated to become an employee of a Party.

11 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

12 Information or Items: extremely sensitive “Confidential Information or Items,”
13 disclosure of which to another Party or Non-Party would create a substantial risk of
14 harm that could not be avoided by less restrictive means. This type of information
15 and items include, for example, Plaintiff’s or third parties’ highly sensitive and
16 private confidential prison files and associated personal legal, medical, or other
17 personal information, or other highly sensitive financial or personal information.

18 2.8 Non-Party: any natural person, partnership, corporation, association, or
19 other entity not named as a Party to this action.

20 2.9 Outside Counsel of Record: attorneys who are not employees of a party
21 to this action but are retained to represent or advise a party to this action and have
22 appeared in this action on behalf of that party or are affiliated with a law firm which
23 has appeared on behalf of that party.

24 2.10 Party: any party to this action, including all of its officers, directors,
25 employees, consultants, and retained experts.

26 2.11 Producing Party: a Party or Non-Party that produces or provides
27 Disclosure or Discovery Material in this action.

1 2.12 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.13 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.”

8 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10 3. SCOPE

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or
14 compilations of Protected Material; and (3) any testimony, conversations, or
15 presentations by Parties or their Counsel that might reveal Protected Material.
16 However, the protections conferred by this Stipulation and Order do not cover the
17 following information: (a) any information that is in the public domain at the time of
18 disclosure to a Receiving Party or becomes part of the public domain after its
19 disclosure to a Receiving Party as a result of publication not involving a violation of
20 this Order, including becoming part of the public record through trial or otherwise;
21 and (b) any information known to the Receiving Party prior to the disclosure or
22 obtained by the Receiving Party after the disclosure from a source who obtained the
23 information lawfully and under no obligation of confidentiality to the Designating
24 Party. Any use of Protected Material at trial shall be governed by a separate
25 agreement or order.

26 4. DURATION

27 Even after final disposition of this litigation, the confidentiality obligations

1 imposed by this Order shall remain in effect until a Designating Party agrees
2 otherwise in writing or a court order otherwise directs. Final disposition shall be
3 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
4 or without prejudice; and (2) final judgment herein after the completion and
5 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
6 including the time limits for filing any motions or applications for extension of time
7 pursuant to applicable law.

8 5. **DESIGNATING PROTECTED MATERIAL**

9 5.1 **Exercise of Restraint and Care in Designating Material for Protection.**

10 Each Party or Non-Party that designates information or items for protection
11 under this Order must take care to limit any such designation to specific material that
12 qualifies under the appropriate standards. To the extent it is practical to do so, the
13 Designating Party must designate for protection only those parts of material,
14 documents, items, or oral or written communications that qualify – so that other
15 portions of the material, documents, items, or communications for which protection
16 is not warranted are not swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations
18 that are shown to be clearly unjustified or that have been made for an improper
19 purpose (e.g., to unnecessarily encumber or retard the case development process or
20 to impose unnecessary expenses and burdens on other parties) expose the
21 Designating Party to sanctions.

22 If it comes to a Designating Party's attention that information or items that it
23 designated for protection do not qualify for protection at all or do not qualify for the
24 level of protection initially asserted, that Designating Party must promptly notify all
25 other parties that it is withdrawing the inapplicable designation.

26 5.2 **Manner and Timing of Designations.** Except as otherwise provided in
27 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
2 under this Order must be clearly so designated before the material is disclosed or
3 produced. Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
8 contains protected material. If only a portion or portions of the material on a page
9 qualifies for protection, the Producing Party also must clearly identify the protected
10 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
11 for each portion, the level of protection being asserted.

12 A Party or Non-Party that makes original documents or materials available for
13 inspection need not designate them for protection until after the inspecting Party has
14 indicated which material it would like copied and produced. During the inspection
15 and before the designation, all of the material made available for inspection shall be
16 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
17 inspecting Party has identified the documents it wants copied and produced, the
18 Producing Party must determine which documents, or portions thereof, qualify for
19 protection under this Order. Then, before producing the specified documents, the
20 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
22 contains Protected Material. If only a portion or portions of the material on a page
23 qualifies for protection, the Producing Party also must clearly identify the protected
24 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
25 for each portion, the level of protection being asserted.

26 (b) for testimony given in deposition or in other pretrial or trial
27 proceedings, that the Designating Party identify on the record, before the close of the

1 deposition, hearing, or other proceeding, all protected testimony and specify the level
2 of protection being asserted. When it is impractical to identify separately each
3 portion of testimony that is entitled to protection or it appears that substantial
4 portions of the testimony may qualify for protection, the Designating Party may
5 invoke on the record (before the deposition, hearing, or other proceeding is
6 concluded) a right to have up to 21 days from the date the deposition transcript is
7 received by counsel for the Designating Party to identify the specific portions of the
8 testimony as to which protection is sought and to specify the level of protection
9 being asserted. Only those portions of the testimony that are appropriately designated
10 for protection within the 21 days from the date the deposition transcript is received
11 by counsel for the Designating Party shall be covered by the provisions of this
12 Stipulated Protective Order. Alternatively, a Designating Party may specify, at the
13 deposition or up to 21 days from the date the deposition transcript is received by
14 counsel for the Designating Party if that period is properly invoked, that the entire
15 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY.”

17 Parties shall give the other parties notice if they reasonably expect a
18 deposition, hearing or other proceeding to include Protected Material so that the
19 other parties can ensure that only authorized individuals who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
21 proceedings. The use of a document as an exhibit at a deposition shall not in any way
22 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY.”

24 Transcripts containing Protected Material shall have an obvious legend on the
25 title page that the transcript contains Protected Material, and the title page shall be
26 followed by a list of all pages (including line numbers as appropriate) that have been
27 designated as Protected Material and the level of protection being asserted by the
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1 Designating Party. The Designating Party shall inform the court reporter of these
2 requirements. Any transcript that is prepared before the expiration of a 21-day period
3 for designation shall be treated during that period as if it had been designated
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
5 otherwise agreed. After the expiration of that period, the transcript shall be treated
6 only as actually designated.

7 (c) for information produced in some form other than documentary and
8 for any other tangible items, that the Producing Party affix in a prominent place on
9 the exterior of the container or containers in which the information or item is stored
10 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
11 EYES ONLY.” If only a portion or portions of the information or item warrant
12 protection, the Producing Party, to the extent practicable, shall identify the protected
13 portion(s) and specify the level of protection being asserted.

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone, waive
16 the Designating Party’s right to secure protection under this Order for such material.
17 Upon timely correction of a designation, the Receiving Party must make reasonable
18 efforts to assure that the material is treated in accordance with the provisions of this
19 Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the court’s
23 scheduling order. Unless a prompt challenge to a Designating Party’s confidentiality
24 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
25 economic burdens, or a significant disruption or delay of the litigation, a Party does
26 not waive its right to challenge a confidentiality designation by electing not to mount
27 a challenge promptly after the original designation is disclosed.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process by providing written notice of each designation it is challenging
3 and describing the basis for each challenge, consistent with Central District of
4 California Local Rule 37-1 and 37-2. To avoid ambiguity as to whether a challenge
5 has been made, the written notice must recite that the challenge to confidentiality is
6 being made in accordance with this specific paragraph of the Protective Order. The
7 parties shall attempt to resolve each challenge in good faith and must begin the
8 process by conferring directly (in voice to voice dialogue; other forms of
9 communication are not sufficient) within 10 days of the date of service of notice. In
10 conferring, the Challenging Party must explain the basis for its belief that the
11 confidentiality designation was not proper and must give the Designating Party an
12 opportunity to review the designated material, to reconsider the circumstances, and,
13 if no change in designation is offered, to explain the basis for the chosen designation.
14 A Challenging Party may proceed to the next stage of the challenge process only if it
15 has engaged in this meet and confer process first or establishes that the Designating
16 Party is unwilling to participate in the meet and confer process in a timely manner.
17 Nothing in this Order shall be construed as releasing a Party from its obligation to
18 resolve discovery disputes, including a dispute over a confidentiality designation,
19 pursuant to Central District of California Local Rule 37-1 and 37-2.

20 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
21 court intervention, the Challenging Party may proceed with the joint stipulation
22 process under Central District of California Local Rule 37-1 and 37-2. The burden
23 of persuasion in any such challenge proceeding shall be on the Designating Party.
24 Frivolous challenges and those made for an improper purpose (e.g., to harass or
25 impose unnecessary expenses and burdens on other parties) may expose the
26 Challenging Party to sanctions. If the Challenging Party supports its challenge of the
27 Producing Party's designation of documents with an argument that would apply
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1 equally to the manner in which the Challenging Party designated its own documents,
2 such challenge shall be presumptively frivolous. All parties shall continue to afford
3 the material in question the level of protection to which it is entitled under the
4 Producing Party's designation until the court rules on the challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a Non-Party in connection with this
8 case only for prosecuting, defending, or attempting to settle this litigation. Such
9 Protected Material may be disclosed only to the categories of persons and under the
10 conditions described in this Order. When the litigation has been terminated, a
11 Receiving Party must comply with the provisions of Section 13 below (FINAL
12 DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a
14 location and in a secure manner that ensures that access is limited to the persons
15 authorized under this Order.

16 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
17 otherwise ordered by the court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated
19 “CONFIDENTIAL” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this action, as
21 well as employees of said Outside Counsel of Record;

22 (b) the officers, directors, and employees of the Receiving Party to
23 whom disclosure is reasonably necessary for this litigation and who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (c) Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this litigation and who have signed the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

6 (f) during their depositions, witnesses in the action to whom disclosure
7 is reasonably necessary and who have signed the “Acknowledgment and Agreement
8 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
9 ordered by the court. Pages of transcribed deposition testimony or exhibits to
10 depositions that reveal Protected Material must be separately bound by the court
11 reporter and may not be disclosed to anyone except as permitted under this
12 Stipulated Protective Order.

17 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
19 writing by the Designating Party, a Receiving Party may disclose any information or
20 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
21 to:

27 (b) Experts (as defined by this Order) of the Receiving Party to whom

1 disclosure is reasonably necessary for this litigation and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
3 (c) the court and its personnel;
4 (d) court reporters and their staff, professional jury or trial consultants,
5 and Professional Vendors to whom disclosure is reasonably necessary for this
6 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
7 (Exhibit A); and
8 (e) the author or recipient of a document containing the information or a
9 custodian or other person who otherwise possessed or knew the information,
10 including if such author or recipient is a deponent, even if such deponent does not
11 sign Exhibit A.

12 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
13 **OTHER LITIGATION**

14 If a Party is served with a subpoena or a court order issued in other litigation
15 that compels disclosure of any information or items designated in this action as
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
17 ONLY” that Party must:

18 (a) promptly notify in writing the Designating Party. Such notification
19 shall include a copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or
21 order to issue in the other litigation that some or all of the material covered by the
22 subpoena or order is subject to this Protective Order. Such notification shall include
23 a copy of this Stipulated Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be
25 pursued by the Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with
27 the subpoena or court order shall not produce any information designated in this
28 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’

EYES ONLY" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful subpoena or directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. make the information requested available for inspection by the Non-Party.

(c) Subject to applicable contractual provisions, if the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the

1 notice and accompanying information, the Receiving Party may produce the Non-
2 Party's confidential information responsive to the discovery request. If the Non-Party
3 timely seeks a protective order, the Receiving Party shall not produce any
4 information in its possession or control that is subject to the confidentiality
5 agreement with the Non-Party before a determination by the court. Absent a court
6 order to the contrary, the Non-Party shall bear the burden and expense of seeking
7 protection in this court of its Protected Material. Nothing in this provision shall
8 prohibit a party from seeking a court order to enable it to produce a Non-Party's
9 confidential information in order to confirm it is not breaching a contract.

10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
12 Protected Material to any person or in any circumstance not authorized under this
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
16 persons to whom unauthorized disclosures were made of all the terms of this Order,
17 and (d) request such person or persons to execute the "Acknowledgment and
18 Agreement to Be Bound" that is attached hereto as Exhibit A.

19. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
20. **PROTECTED MATERIAL**

21. When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other protection,
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
25 may be established in an e-discovery order that provides for production without prior
26 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
27 parties reach an agreement on the effect of disclosure of a communication or
28 information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the stipulated protective order submitted
2 to the court.

3 12. **MISCELLANEOUS**

4 12.1 **Right to Further Relief**. Nothing in this Order abridges the right of any
5 person to seek its modification by the court in the future.

6 12.2 **Right to Assert Other Objections**. By stipulating to the entry of this
7 Protective Order no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 **Filing Protected Material**. Without written permission from the
12 Designating Party or a court order secured after appropriate notice to all interested
13 persons, a Party may not file in the public record in this action any Protected
14 Material. A Party that seeks to file under seal any Protected Material must comply
15 with all applicable Local Rules for the Central District of California. Protected
16 Material may only be filed under seal pursuant to a court order authorizing the
17 sealing of the specific Protected Material at issue.

18 12.4 **Court and Court Personnel**. The Court and its personnel are not subject
19 to this Order and are not required to sign Exhibit A.

20 12.5 **Disclosure Prior to Entry of this Order**. If a Party decides to produce
21 information or documents subject to this Order before the Court has signed this
22 Order, the Party may nonetheless designate such information or documents pursuant
23 to this Order as if it had already been entered and, once the Order is executed, it will
24 be deemed retroactive to the date of the Party's production of such information or
25 documents.

26 13. **FINAL DISPOSITION**

27 Within 60 days after the final disposition of this action, as defined in
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1 Paragraph 4, each Receiving Party must return all Protected Material to the
2 Producing Party or destroy such material. As used in this subdivision, “all Protected
3 Material” includes all copies, abstracts, compilations, summaries, and any other
4 format reproducing or capturing any of the Protected Material. Whether the
5 Protected Material is returned or destroyed, the Receiving Party must submit a
6 written certification to the Producing Party (and, if not the same person or entity, to
7 the Designating Party) by the 60-day deadline that (1) identifies (by category, where
8 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
9 that the Receiving Party has not retained any copies, abstracts, compilations,
10 summaries or any other format reproducing or capturing any of the Protected
11 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
12 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
13 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
14 work product, and consultant and expert work product, even if such materials contain
15 Protected Material. Any such archival copies that contain or constitute Protected
16 Material remain subject to this Protective Order as set forth in Paragraph 4. The
17 Parties acknowledge that electronic discovery makes it difficult to keep track of all
18 discovery and therefore agree to use their best efforts to ensure compliance with the
19 letter and spirit of this provision.

20
21 IT IS SO ORDERED.
22

23 DATED: August 8, 2017
24

25 Honorable Douglas F. McCormick
26 United States Magistrate Judge
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
[print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on _____ in the case of _____ **[insert formal name of the case and
the number and initials assigned to it by the court]**. I agree to comply with and to
be bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and telephone
20 number] as my California agent for service of process in connection with this action
21 or any proceedings related to enforcement of this Stipulated Protective Order.

22 || Date:

23 City and State where sworn and signed:

24 $\equiv 1 \pmod{1}$

Printed name: _____
[printed name]

26 Signature:

27 ||| Signature: _____ [signature]